

THE C A S E O F

Assurances as they now Stand :

And the Evil Consequences thereof to the Nation.

MOST Nations have Laws, That no Assurance on any Ship or Goods shall be Recoverable, but where the Assured run 10 per Cent. Adventure, Reckoning the *Premium* part of the Adventure : And when the Assurance was made in time, before the Assured could possibly have any Notice of a Ships being Lost, by Post or Express, Reckoning 4 Miles per Hour for the bringing the News ; Whereas in *England* the Assured can Recover 10000 *l.* and more, having the Value of 20 *s.* Goods, or very inconsiderable part in the Ship, which is a great Encouragement for the Losing of Ships on purpose, and the Losing Mens Lives and Estates : Whereas were it Enacted, That all Merchants and others, should run the 10 per Cent. of their Adventure, the Sum not exceeding 1000 *l.* and 5 per Cent. on greater Sums ; These Frauds would entirely be Prevented, the Shipping well set to Sea, and Trading Encouraged.

Whereas there is room left in Blank Policy's for the Assured's Name, the Burthen of the Ship, Number of the Guns and Men ; It's very often that there is Borrowed Names put in, as the Assured, which are not so, and the Burthen of the Ship, and Number of the Guns and Men left out, and reported to be much Bigger, and greater Force than they are ; by which the Assurer is Deceived. For, Whereas were it Enacted, That the Assured, should put his own Name in the Policy, or the Name for whom he makes such Assurance, if by Commission, the Burthen of the Ship, Number of the Guns and Men ; And that every Ship Landed should continue her Name, without Changing it, and the Ships the same Names they now go by, a great many Abuses would be Prevented.

That no Endorsement on a Policy may be allowed good, but what is made before News of the Ship being Lost, either to return a *Premium* or Pay a Loss.

To Prevent the great Abuses daily Imposed in Assurances, by Averages ; That no Average be lyable to be Recovered by Liquids, for Leakage or Perishable Goods ; unless it appear that by Violence of the Storm the Ship has Lost her Mast, and had her Decks broke, or Goods flung over Board, by extraordinary Violence of Weather ; And that a Legal Survey be made of the same, by the *Trinity-House* at Home, and Authentick Certificates from our Consuls or Agents abroad.

That distinct Policy's be made, what Assured on Ship, and what on Goods.

That whereas there has been very great Abuses put on the Assurer, by Old and Decayed Ships, sent for *Africa*, and other Parts, where the Worms eat them, where after having made great Assurances on the Ships here, they have detained them in Ports on purpose, so long till their Bottoms have been eaten up, or at least so as not fit to go to Sea ; whereby they have got a Survey and Attestation thereof, and so Recovered their Loss : Whereas in Reason no Loss can be justly Demanded, where 'tis through the Insufficiency of the Ship, and through the Owners Faults in Detaining her so long, to Incapacitate her to proceed her Voyage, and when the said Ship Remains cast in the Possession of their Master : Whereby it is hoped, 'twill be found Reasonable, the Assurer shall be freed from the Loss, if occasioned by the Insufficiency of the Ship, or by the Worm by long lying.

That whereas oftentimes Ships are Lost, and Goods Saved, or great part of them, when in Reason the Assured ought for the Benefit of the Assurers, to take care of the Saving and Disposing of the same, the Assurers allowing the Charge, they now pretend being over and fully Assured, to Renounce to the Assurers, who being so many several People, come to great Loss thereby ; Whereas were the Assured obliged to take care of his own Salvages, and the Assurers to make good the Remainder of the Loss of their Subscriptions, there would be a great deal Saved thereby, and the Assured no Loser.

**The C A S E of the
M E R C H A N T S,**

Relating to

A S S U R A N C E S.